

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Gilberto Aponte	Debtors(s)	BK NO. 20-10808-ELF  CHAPTER 13
Toyota Motor Credit Corporation	Movant	
v. Gilberto Aponte	Respondent	
and William C Miller	Additional Respondent	

**STIPULATION**


AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearages on the Agreement held by Movant in the amount of \$3,119.30 representing post-petition installments from April 1, 2020 through January 1, 2021 will be resolved through an amendment to the Debtor's Chapter 13 plan.
2. The Debtor shall maintain their current monthly payment under the Agreement in the amount of \$311.93.
3. Payments are to be made and sent to:  
  
Toyota Motor Credit Corporation  
PO Box 9490  
Cedar Rapids, IA 52409-9490
4. Should Debtor provide sufficient proof of payment made, including but not limited to the front and back of checks submitted, that have not been credited, Movant shall adjust the account accordingly.
5. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void and no longer binding upon the parties.

6. The provisions of this Stipulation do not constitute a waiver by the Movant of right to seek reimbursement of any amounts not included in the stipulation, including fees and costs due under the terms of the Agreement and applicable law.
7. The parties agree that facsimile signature shall be considered an original signature.

Date: January 25, 2021

/s/ Robert Wendt, Esquire  
By: Robert Wendt, Esquire  
Attorney for Movant

  
Brad J Sadek, Esquire  
Attorney for Debtor(s)

/s/ LeRoy W. Etheridge, Esquire  
LeRoy W. Etheridge, Esquire  
Chapter 13 Trustee

Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2020. However, the court retains discretion regarding entry of any further order.

\_\_\_\_\_  
Bankruptcy Judge  
Eric L Frank

